

# **SECTION IV-B**

## **Special Provisions - Charter**

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## **SPECIAL PROVISIONS - CHARTER**

### 1. Description of Vessel

This Time Charter Party (referred to in this Contract as the "Charterers") covers the chartering of the Vessel which the Owners agree to construct in accordance with this Contract, the Technical Requirements of the RFP, as amended, and the Acceptance/Ship Trials Criteria set forth in the Technical Requirements to this Contract period. Owners warrant that the Vessel is now and at all times during the term of this Charter will be maintained by the Owners, at Owners' expense, unless specified differently herein, properly staunch, strong and in all respects seaworthy and in good repair and running condition.

### 2. Flag and Registry

The Vessel is to be of United States flag and registry.

### 3. Hire

Charterers shall pay for all fuel, lubricants, port charges, pilotage, removal of discarded materials generated by handling of scientific equipment, communications for the Charterers' account, and one-half (1/2) of the Vessel's medical supplies to be maintained in accordance with the recommended inventory of the Charterers' medical advisory service. If Charterers authorize the Owners to pay for such items, the Charterers shall reimburse the Owners for such costs, as well as other similar directed charges at actual (vendor) costs. The Owners shall submit invoices and copies of supporting documentation in quadruplicate, for approval of the Charterers' representative on board the Vessel.

### 4. Payment by Charter - Adjustments to Fixed Charter Daily Rate

The Charterers shall pay for the use and hire of the Vessel at the Fixed Charter Rates and make other payments required by this Contract to the Owners for the period commencing on and from the day of her delivery, as stated in Special Provision, Schedule 1 to this Contract. The Fixed Charter Rates shall be paid monthly and shall be adjusted for other payments (or credits) thereafter upon presentation of invoices in quadruplicate showing full details and duly supported by appropriate vouchers. All such documents are to be verified by the Charterers' Representative as to the number of days of actual operations before presentation to the CPO. Payments of invoices for other charges will be made normally within thirty (30) days.

### 5. Demise of Vessel

Nothing herein shall be construed as creating a demise of the Vessel to the Charterers.

6. The Vessel's Space

- A. Charterers' personnel shall be able to make use of the Vessel's available accommodations not being used on the voyage by the Vessel's crew.
- B. Charterers shall have access to all of the Vessel's equipment in the performance of its employment including access to navigational instruments and communications services, subject to the Master's approval, said approval not to be unreasonably withheld.

7. Food Service Aboard

- A. Owners shall provide all suitable accommodation requisites and provisions including food of first quality and unrationed in quantity; fresh meat, milk, juices, fruit and vegetables to be provided when available. Food of first quality shall be defined as follows:

- i. General Specifications

These specifications shall be applied to all consumable foods including but not limited to canned vegetables, canned fruit, processed meats including all poultry, all seafood, prepared foods, dairy products, frozen vegetables and frozen fruit.

Items that are acceptable for consumption aboard the ARSV shall meet the specifications below and food procured from foreign markets shall meet or exceed these standards:

- a. Where items are graded and inspected by the United States Department of Agriculture (USDA), then these items shall be U.S. GRADE A OR FANCY GRADE.
    - b. Where items are not inspected or graded by USDA then these products shall exceed or meet USDA standards of quality for U.S. GRADE A or FANCY GRADE.
    - c. Food shall have the most usable shelf life available. Items shall have the longest possible expiration dates available when purchased and expired food shall not be used for meals aboard the ship.
    - d. All canned fruit shall be U.S. Grade A Fancy or Choice, packed in item natural juices or packed in white grape juice or pear juice or packed in water.
    - e. ALL seafood shall be of the highest quality available on the market and shall be inspected for quality and compliance with this specification by an inspector of the U.S. Department of Commerce and meet, Packed "Under Federal Inspection (PUFI)" requirements or equivalent foreign.

- ii. Meat Specifications

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- a. All specifications, item numbers and product names are from THE MEAT BUYERS GUIDE by the National Association of Meat Purveyors (NAMP), 1992. It is the Owners' responsibility to obtain this guide. Adherence to the specifications in this guide, or foreign equivalents, are required.
  - b. All meats including but not limited to beef, chicken, turkey, veal, lamb procured for the ARSV shall be U.S. Choice or Select grades or foreign equivalents.
  - c. All items shall be from carcasses which are inspected, and graded to quality and yield by the United States Department of Agriculture (USDA). Packer grades are not acceptable. When procuring from foreign suppliers equivalent standards shall apply. The Charterers shall have the right to inspect any meat procured for the ship.
  - d. Ground Beef shall be no greater than 20% fat.
  - e. Ground Turkey or chicken shall be skinless (80-90% fat free).
- B. The Owners, through the vessel's Master, shall endeavor to accommodate various dietary regimes and requirements to the maximum extent possible with advance notice of such requirements.
  - C. There shall be adequate galley and mess facilities.
  - D. There shall be adequate cooks and catering staff to provide daily meals and services as per common practice with night lunches and provisions to be available when required whenever the Vessel is away from base.
  - E. There shall be a certified chef who possesses an American Culinary Federation, Chef de Cuisine certification, or equivalent, and is also ServSafe Certified from the National Restaurant Association, who oversees the food purchasing, hygiene, and food preparations for the vessel. This person(s) shall sail on this vessel for at least 6 months of the year.
  - F. Food preparation personnel, preparation and storage areas, and food quality shall adhere at a minimum with the United States Department of Health and Human Services Food Code of 2005 or later edition.
  - G. Food service is also subject to and bound by Health Inspections by the NSF contracted entity for this purpose.
  - H. When launches are operating away from the Vessel they are to be supplied with substantial and hot meals where practicable.
8. Housekeeping
    - A. There shall be adequate catering staff to provide for the preparation and cleaning of the spaces available for Charterers' personnel and the laundering of the linen required for these spaces.

- B. The Vessel's housekeeping services and facilities shall be accessible and available for use by the Charterers' personnel, subject to direction by Vessel Master and Charterers' Representative.
  - C. The Owners shall provide all linens (to include sheets, towels, pillows, blankets, comforters) and such as may be required by the Charterers. Linens and towels will be of best quality, heavyweight 100% cotton, of 200 thread count or higher, with a minimum inventory as to provide a complete change for all personnel with extra reserves for room changes during station or field camp shuttles. Linens will be maintained in good condition, and provided without unreasonable wear, rips or stains.
  - D. Owners shall also equip all cabins for Charterers' personnel with television sets and DVD players.
9. Naming of the ARSV

The Charterers shall be entitled to name or re-name the Vessel, subject to the approval of the Owners, which approval shall not be unreasonably withheld, and the Owners shall not change such name during the term of the Time Charter. Owners shall file with the United States Coast Guard a completed application to name or re-name the Vessel within sixty (60) days of the later of the following two events:

- A. the fixing of this Time Charter or
- B. Owners' receipt in writing of Charterers' request to re-name the Vessel. Owners shall provide to Charterers a copy of the completed application to re-name the Vessel at the same time such application is filed with the United States Coast Guard.